

IN THE CIRCUIT COURT OF SCOTT COUNTY, ARKANSAS
CIVIL DIVISION

2012 DEC -4 AM 11:09

FIRST GOVERNMENT LEASE COMPANY

PLAINTIFF

v.

Case No. CV-12-⁶⁴128

DV - II

NORTHWEST SCOTT COUNTY
VOLUNTEER FIRE DEPARTMENT

DEFENDANT

COMPLAINT FOR REPLEVIN

COMES NOW the Plaintiff, First Government Lease Company, by and through its attorney, Kevin R. Holmes, HOPKINS & HOLMES, PLLC, and for its Complaint for Replevin, does state and aver as follows:

1. Plaintiff, First Government Lease Company, is a foreign corporation, operating and existing pursuant to the laws of the State of Illinois, authorized to pursue this action via its agent, J.W. Tackett.
2. Defendant, Northwest Scott County Volunteer Fire Department, is a quasi-government agency, operating and existing under the laws of the State of Arkansas, with its registered agent for service of process being Sammie Elam, Route 2, Box 1, Waldron, AR 72958.
3. On or about July 20, 2011, Donnie Adkins, Fire Board President for the Defendant, executed a "Lease Purchase Agreement" for the sum of One Hundred Sixty-Six Thousand Five Hundred Dollars (\$166,500.00) for the purchase of seven (7) different vehicles, including a 2011 Ford Brush Truck, VIN# 1FDUF5HT6BEB05557. A copy of the "Lease Purchase Agreement" is attached hereto as Exhibit "A."
4. Plaintiff, pursuant to the contract, hereby desires to recover the vehicle from the Defendant's possession. Despite not making the monthly payments as required by the "Agreement," the

Defendant has refused to return the vehicle to the Plaintiff.

5. Defendant has possession of and unlawfully detains the collateral, which has a value of at least Ninety Thousand Dollars (\$90,000.00)
6. Plaintiff is entitled to immediate possession of the above-described collateral, pursuant to the "Lease Purchase Agreement."

WHEREFORE, Plaintiff, First Government Lease Company, respectfully requests that it recover from Defendant, Northwest Scott County Fire Department, immediate possession of the above-described collateral to be sold by plaintiff in accordance with the provisions of the contract; plus judgment in the amount of Twenty-Two Thousand Dollars (\$22,000.00) for unpaid amounts on the Lease Purchase Agreement, plus a reasonable plus a reasonable attorney's fee, plus costs, and plus interest; and all other proper relief to which the Plaintiff may be entitled whether prayed for herein or not.

Respectfully submitted on
behalf of PLAINTIFF

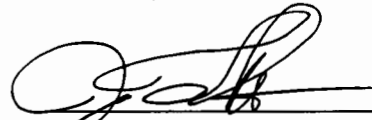
By: 

Kevin R. Holmes
HOPKINS & HOLMES, PLLC
615 N. Plaza Drive, Suite C
P.O. Box 7259
Van Buren, Arkansas 72956
Phone: (479) 922-2175
Fax: (479) 922-2176

VERIFICATION

STATE OF ARKANSAS)
)
COUNTY OF CRAWFORD)

I, J.W. Tackett, as an agent for First Government Lease Company, being first duly sworn and on oath, states: That I have read the above and foregoing document, and that the matters and things stated therein are true and correct to the best of our knowledge, information and belief.



J.W. TACKETT, AGENT FOR
FIRST GOVERNMENT LEASE COMPANY

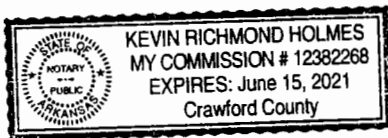
Subscribed and sworn to before me the undersigned Notary Public this 3 day of
December, 2012.



Notary Public

My Commission expires:

June 15, 2021



First Government Lease Co.

One-Page Lease To Own Financing

PO Box 8331

Telephone 866.793.9670

Northfield, IL 60093-8331

Fax

847-441-5012

info@firstgovernment.comwww.firstgovernment.com

December 3, 2012

To whom it may concern,

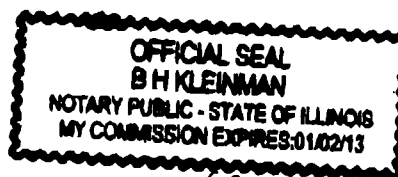
I do hereby appoint Mr. J.W. Tackett and Mr. Kyle Hamby as my agents to represent me and my Company, First Government Lease Co. in all matters pertaining to the Lease Purchase Agreement between First Government Lease Co. and the Northwest Scott County Volunteer Fire Department.

Mr. J. W. Tackett and Mr. Kyle Hamby are authorized to enforce any and all matters such as court orders, etc. relating to Northwest Scott Volunteer Fire Department and my Lease Purchase Agreement with them.

Very truly yours,



Paul Graver
President, First Government Lease Co.



12/3/2012

First Government Lease Co. **One-Page Lease To Own Financing**

PO Box 8331
Northfield, IL 60093-8331

Telephone 866.793.9670
Telefax 847.441.5012

www.firstgovernment.com
info@firstgovernment.com

September 4, 2012

Mr. J.W. Tackett
P.O. Box 6954
Van Buren, AR 72956

Mr. Tackett:

First Government Lease is the owner of the Lease Agreement dated July 7, 2011. You are working as an agent for First Government Lease to demand payment of \$164,373.75 plus execution fees of \$3,000.00 from:


Chief Donnie Atkins
Northwest Scott County Fire Department
Highway 378
Booneville, AR 72927
Station 479-461-3933
Cell 479-461-1395

If funds are not immediately forthcoming, you are authorized as an agent of First Government Lease to repo the 2001 Ford brush truck VIN 1FDUF5HT6BEB05557 and contact me immediately at the below phone number.

This will not be such a friendly repo. I am the owner pursuant to the Lease Agreement dated July 7, 2011 and hold title in my hand.

If you need law enforcement assistance, please don't hesitate to call the jurisdiction of authority.

Thank you.


Paul Graver
President 866-793-9670 Ex. 0.

Witnessed this 4th day of Sept., 2012 by Wanda Sunday
Notary Public

My Commission Expires Feb 19, 2013

First Government Lease Co.

Lease Purchase Agreement

Lessor:
First Government Lease Co.
Box 59339
Chicago, IL 60659
866.793.9670 or 847.441.5684
Fax 847.441.5012
info@firstgovernment.com

Lessee:
Name: NORTHWEST SCOTT COUNTY VED
Address: Box 382
City: MANUSFIELD State: AK Zip: 72944
Phone: _____ Fax: _____

Description of Equipment: 2011 KENWORTH T370 PLUS VIN 2NKHNAK2AM
Quantity: 1 Unit Price: _____ Total: SCHEDULE A 294397
Total Cash Price: 90,000 7 ADDITIONAL VEHICLES Number of Pmts. (Term) 120 MONTHLY
Less Down Pmt. _____ Amt. of each Pmt. 138780
Net 90,000 Lease Beginning Date 7/20/11
Interest & A.P.R. 7.5% First Payment Due Date 9/1/11
Total Lease Price 7166,500

Lessor hereby leases to lessee that certain equipment described above, subject to the terms, provisions, conditions and agreements of this lease hereinafter set forth:

1. Said equipment is leased beginning and for the Term specified above.
2. Lessee agrees to pay lessor one monthly payment specified above on the Lease Beginning Date and equal successive monthly payments until an amount equal to the total lease price specified above has been paid. Any amount due under this Lease which is past due more than ten (10) days shall be subject to a multiple time late payment charge of \$100 per occurrence plus an amount equal to ten percent (10%) of the amount past due.
3. Lessee may purchase said equipment at any time during the lease term for the total lease price, less any payment already made and also less a portion of the lease service fee according to a schedule furnished on request by lessor to lessee, shall constitute purchase of the equipment. Also payment of all the monthly payments when due shall automatically constitute purchase of said equipment effective on the last day of the lease period.
4. Lessee may cancel this Lease Purchase Agreement only with Lessor's written approval at any time within; the first 90 days of lease by giving written notice to Lessor and returning said equipment to Lessor, or to its order, in good condition as received, less normal wear, tear and depreciation. Upon such proper return, Lessee shall have no obligation to make payments coming due after the notice period.
5. Lessee, at its own cost and expense, shall keep the equipment in good repair, condition and working order and shall furnish any and all parts, mechanics and devices required to keep the equipment in good mechanical and working order. Lessee hereby assumes and shall bear the entire risk of loss and damage to the equipment from any and every cause whatsoever. No loss or damage to the equipment or any part thereof, shall impair any obligation of Lessee under this lease which shall continue in full force and effect. Lessee hereby appoints Lessor as Lessor's attorney in fact with full power to do all things to protect and further Lessee's and Lessor's agreement as set forth herein, including but not limited to, signing and filing UCC's, this application and taking such other actions as Lessor deems reasonable and necessary. Lessee is obligated within 60 days of the Lease Beginning Date to provide an original duplicate title to Lessor, failing to provide a duplicate title within 60 days of Lease Beginning Date is an event of default.
6. If Lessee with regard to any item or items of equipment fails to pay any rent or other amount herein provided within 60 days after the same is due and payable, or if Lessee with regard to any item or items of equipment fails to observe, keep or perform any other provision of this lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies: a. To declare the entire amount of rent hereunder immediately due and payable as to any or all items of equipment, without notice or demand to Lessee. b. To sue for and recover all rents, and other payments then accrued or hereafter accruing, with respect to any or all items of equipment. c. To take possession of any or all items of equipment without demand or notice, wherever same may be located, without any court order or other process law. d. To terminate this lease as to any or all items of equipment. e. To pursue any other remedy at law or in equity, notwithstanding any said reimbursement, or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this lease. f. Lessee further agrees to pay all attorneys' fees incurred by Lessor in enforcing Lessor's rights under this agreement. All such remedies are cumulative, and may be exercised concurrently or separately.
7. Lessee intends to do all things lawful within its power to obtain and maintain funds from which payments may be made, including seeking provision for such payments to the extent necessary in each periodic budget submitted and adopted in accordance with applicable provisions of state and local law, to have such portion of the budget approved and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term can be obtained. After a non-appropriation, the Lessee may not use other property or equipment to perform the same, or substantially similar, services for a period of one year.
8. Upon commencement of the Term, title to the equipment shall pass to Lessee from vendor or supplier. Lessee hereby grants a security interest in the equipment described herein, and the proceeds thereof to Lessor.
9. Lessee agrees to bring any judicial action arising directly or indirectly in connection with this agreement or any transaction covered hereby only in Courts located within Cook County, IL. Lessee also consents and submits to the jurisdiction of any State or Federal Court located within Cook County, IL. The choice of law shall be IL.
10. I certify that I am duly authorized to act within the powers of my office by executing this Lease Agreement, and the equipment being leased is essential to its governmental mission.

In witness whereof, the parties hereto have executed this lease this _____ day of _____, 2011.

By _____
First Government Lease Co.

(Lessor Signature)

Donnie Atkins, Fire Board Pres
(Print Signature and Title)

As Counsel for Lessee, I acknowledge that I have reviewed this Lease Purchase Agreement, the extract of any enabling minutes, and all necessary proceedings taken by the Lessee to authorize and execute this Lease Purchase Agreement, and therefore, I am of the opinion: a. The Lessee is a duly constituted public corporation and political subdivision of the State referred to above, and b. This Lease Purchase Agreement has been duly authorized, executed and delivered by an authorized representative of the Lessee and is enforceable against the Lessee in accordance with its terms and conditions, and c. this Lease Purchase Agreement is a legal, valid and binding obligation of the Lessee.

(Counsel for Lessor)

Donnie Atkins, Fire Chief
(Print Signature and Title)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

PAUL GRAVER

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

PAUL GRAVER DBA
FIRST GOVERNMENT LEASE CO.
P.O. BOX 8331
NORTHFIELD IL 60093

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR NORTHWEST SCOTT VOLUNTEER FIRE DEPARTMENT

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

P.O. BOX 10

CITY

GREENBRIER

STATE

AR

POSTAL CODE

72058

COUNTRY

USA

1d. SEE INSTRUCTIONS

ADDL INFO RE

ORGANIZATION

DEBTOR

1e. TYPE OF ORGANIZATION

VOL FIRE DEPT

1f. JURISDICTION OF ORGANIZATION

VA

1g. ORGANIZATIONAL ID #, if any

3549602

NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR NORTHWEST RURAL FIRE DEPARTMENT

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

P.O. BOX 386

CITY

MANSFIELD

STATE

AR

POSTAL CODE

72944

COUNTRY

USA

2d. SEE INSTRUCTIONS

ADDL INFO RE

ORGANIZATION

DEBTOR

2e. TYPE OF ORGANIZATION

VOL FIRE DEPT

2f. JURISDICTION OF ORGANIZATION

VA

2g. ORGANIZATIONAL ID #, if any

3649602

NONE

3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE OF ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR PAUL GRAVER DBA FIRST GOVERNMENT LEASE CO.

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

P.O. BOX 8331

CITY

NORTHFIELD

STATE

IL

POSTAL CODE

60093

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

- 1) 2011 KENWORTH T370 RESCUE PUMPER VIN 2NKH1N9X2BM294397 -
- 2) 1990 CHEVY BRUSH TRUCK VIN 2GCHC39N2L1138948
- 3) 1994 FORD AMBULANCE VIN 1FDJS34M0RH B96514
- 4) 1970 AMERICAN GENERAL TANKER VIN 24805 TITLE 999407B3641
- 5) 1984 CHEVY BLAZER VIN 1GBED1BJ7EF183280
- 6) 1985 CHEVY PICKUP VIN 1GCGD34JG6FF381463
- 7) 2011 FORD BRUSH RESCUE TRUCK VIN 1FDUF5HT6BEB05557 -

5. ALTERNATIVE DESIGNATION (if applicable): LESSOR/LESSOR CONSIGNEE/CONSIGNOR SALE/BAILOUT SELLER/BUYER A/L LIEN NON-UCC FILING

6. THE FINANCING STATEMENT IS TO BE FILED (for recording) or NOT FILED (for recording) IN THE PUBLIC RECORDS (check one) YES NO (if YES, check box) REQUEST SEARCH REPORT(S) on Debtor(s) All Debtors Debtor 1 Debtor 2

7. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02) International Association of Commercial Administrators (IACA)

FENTON
FINE VALUATION

22.5M

12M

5M

8M

6M

4M

85M

8945M

rescue 2 - rescue1.JPG

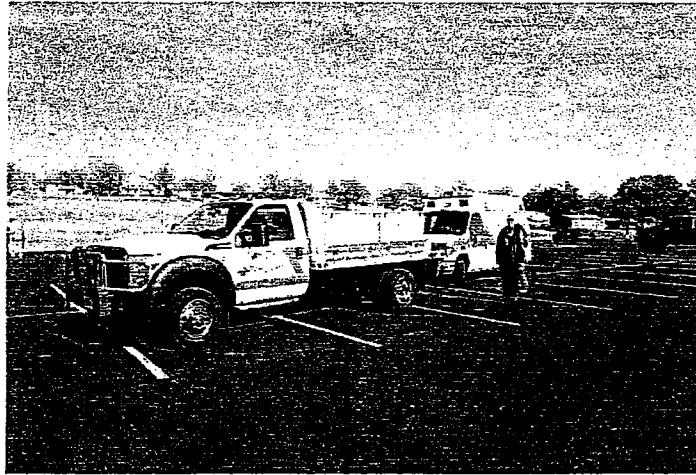


Image 1 of 1 - Previous || Next >

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IN THE CIRCUIT COURT OF SCOTT COUNTY, ARKANSAS
CIVIL DIVISION

FIRST GOVERNMENT LEASE COMPANY

Plaintiff

v.

CASE NO. ⁶⁴CV-12-128
DN-II

NORTHWEST SCOTT COUNTY VOLUNTEER FIRE DEPARTMENT

Defendant

SUMMONS

THE STATE OF ARKANSAS TO THE DEFENDANT:

Northwest Scott County Volunteer Fire Department
Attn: Sammie Elam
Route 2 Box 1
Waldron, AR 72958

A lawsuit has been filed against you. The relief demanded is stated in the attached complaint. Within 30 days after service of this summons on you (not counting the day you received it) -- or 60 days if you incarcerated in any jail, penitentiary, or other correctional facility in Arkansas -- you must file with the clerk of this court a written answer to the complaint or a motion under Rule 12 of the Arkansas Rules of Civil Procedure.

The answer or motion must also be served on the plaintiff or plaintiff's attorney, whose name and address are: Kevin R. Holmes, Hopkins & Holmes, PLLC, PO Box 7359, Van Buren, AR 72956.

If you fail to respond within the applicable time period. Judgement by default will be entered against you for the relief demanded in the complaint.

CLERK OF COURT

Address of Clerk's Office
Scott County Circuit Clerk
190 W1st street, Box 10
Po Box 2165
Waldron, AR 72958

Sandra Staggs
HON. SANDRA STAGGS
CIRCUIT CLERK
by Beverly Kuhlmann DC.
Date: 12-04-2012

HH
HOPKINS & HOLMES
ATTORNEYS AT LAW, PLLC

FILED
2013 JAN 17 AM 11:18

COURT CLERK
SCOTT COUNTY ARK - 1543

Kevin R. Holmes, P.A.

krholmes@hopkinsholmes.com

615 North Plaza Drive
P.O. Box 7359
Van Buren, AR 72956

Fort Smith (479) 782-1300
Van Buren (479) 922-2175
Facsimile (479) 922-2176

January 15, 2013

Ms. Sandra Staggs
Scott County Circuit Clerk
190 W 1st Street, Box 10
PO Box 2165
Waldron, AR 72958

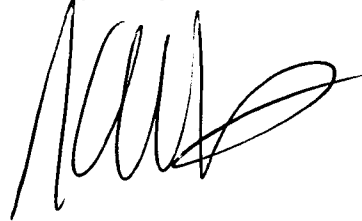
RE: First Government Lease Company
v Northwest Scott County Volunteer Fire Department
Case No. 64CV-12-128 (II)

Dear Ms. Staggs:

Enclosed please find the original and two (2) copies of the Motion to Appoint Special Process Server with regards to the above captioned case. Please file with your office and return any additional copies to me in the enclosed, self-addressed, stamped envelope. Thank you for your assistance with this matter.

If you should have any questions or wish to discuss this matter, please do not hesitate to contact my office at any one of the above numbers.

Very Truly,



Kevin R. Holmes

KRH/ko
enclosures
cc: JW Tackett

IN THE CIRCUIT COURT OF SCOTT COUNTY, ARKANSAS
CIVIL DIVISION

2013 JAN 17 AM 11:18

FIRST GOVERNMENT LEASE COMPANY

PLAINTIFF
SCOTT COUNTY, ARKANSAS

v.

Case No. 64CV-12-128 (II)

NORTHWEST SCOTT COUNTY
VOLUNTEER FIRE DEPARTMENT

DEFENDANT

MOTION TO APPOINT SPECIAL PROCESS SERVER

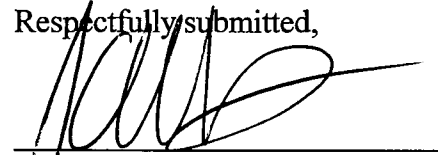
Comes now the Plaintiff, First Government Lease Company, by and through their attorneys, Hopkins & Holmes, PLLC, and for their Motion to Appoint Special Process Server does states and alleges as follows:

1. Plaintiff initialed this action on or about December 4, 2012.
2. Pursuant to the Arkansas Rules of Civil Procedure Rule 4, Plaintiff seeks to serve the Defendant, Northwest Scott County Volunteer Fire Department, by process server.
3. Pursuant to Rule 4(c) of the Arkansas Rules of Civil Procedures, Plaintiff hereby asks that Charles Wells, a Process Service Agent and Private Investigator in Arkansas, be appointed for the purpose of serving summons in this matter.

WHEREFORE, the Plaintiff, First Government Lease Company, respectfully prays that Charles Wells, be appointed for the purpose of serving summons in this matter pursuant to Rule 4 (c) of the Arkansas Rules of Civil Procedure; and any other relief this court may deem just and proper.

Respectfully submitted,

By:

A handwritten signature in black ink, appearing to read 'KH', is written over a horizontal line.

Kevin R. Holmes
HOPKINS & HOLMES, PLLC
615 North Plaza Drive
P. O. Box 7359
Van Buren, AR 72956
Telephone (479)922-2175
Facsimile (479) 922-2176

HH
HOPKINS & HOLMES
ATTORNEYS AT LAW, PLLC

2013 FEB -6 PM 12:34

Kevin R. Holmes, P.A.

krholmes@hopkinsholmes.com

615 North Plaza Drive
P.O. Box 7359
Van Buren, AR 72956

Fort Smith (479) 782-1300
Van Buren (479) 922-2175
Facsimile (479) 922-2176

February 4, 2013

Ms. Sandra Staggs
Scott County Circuit Clerk
190 W 1st Street, Box 10
PO Box 2165
Waldron, AR 72958

RE: First Government Lease Company
v Northwest Scott County Volunteer Fire Department
Case No. 64CV-12-128 (II)

Dear Ms. Staggs:

Enclosed please find the original and two (2) copies of the Summons with regards to the above captioned case. Please file with your office and return any additional copies to me in the enclosed, self-addressed, stamped envelope. Thank you for your assistance with this matter.

If you should have any questions or wish to discuss this matter, please do not hesitate to contact my office at any one of the above numbers.

Very Truly,



Kevin R. Holmes

KRH/ko
enclosures
cc: JW Tackett

IN THE CIRCUIT COURT OF SCOTT COUNTY, ARKANSAS
CIVIL DIVISION

FIRST GOVERNMENT LEASE COMPANY
Plaintiff

v.

CASE NO. ⁶⁴CV-12-128
DIV-II

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Defendant

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Route 2 Box 1
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The answer or motion must also be served on the plaintiff or plaintiff's attorney, whose name and address are: Kevin R. Holmes, Hopkins & Holmes, PLLC, PO Box 7359, Van Buren, AR 72956.

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CLERK OF COURT

Address of Clerk's Office
Scott County Circuit Clerk
190 W1st street, Box 10
Po Box 2165
Waldron, AR 72958

Sandra Staggs
HON. SANDRA STAGGS
CIRCUIT CLERK
By: Beverly Kehlmann D.C.
Date: 12-04-2012

FILED

No. CV12-128 This summons is for Northwest Scott County Volunteer Fire Department,
Attn: Sammie Elam, Route 2 Box 1, Waldron, AR 72958.

2013 FEB -6 PM 12:35

SANDRA STALLS
COUNTY & CIRCUIT CLERK
SCOTT COUNTY, ARKANSAS

SERVED to DONNIE PROOF OF SERVICE

ADKINS, Providence NW Scott County VFD

☐ I personally delivered the summons and complaint to the individual at _____

_____ on _____; or

☐ I left the summons and complaint in the proximity of the individual by _____

_____ after he/she refused to receive it when I offered it to him/her; or

☒ I left the summons and complaint at the individual's dwelling house or usual place of abode at
4858 Persimmon Hill Road with *DANA WATSON HIS WIFE*, a person at least 14 years of age who resides

there, on *2-1-2013*; or

☐ I delivered the summons and complaint to _____, an agent
authorized by appointment or by law to receive service of summons on behalf of _____

on _____; or

☐ I am the plaintiff or an attorney of record for the plaintiff in this lawsuit, and I served the
summons and complaint on the defendant by certified mail, return receipt requested, restricted
delivery, as shown by the attached signed return receipt.

☐ I am the plaintiff in this lawsuit, and I mailed a copy of the summons and complaint by first-
class mail to the defendant together with two copies of a notice and acknowledgment and
received the attached notice and acknowledgment form within twenty days after the date of
mailing.

☐ Other (specify): _____

☐ I was unable to execute service because: _____

My fee is \$ _____

Signed and sworn to the 2-1-2013
P.J. WELLS
NOTARY PUBLIC
CRAWFORD COUNTY, ARKANSAS
COMM. EXP. 03/01/2017
COMMISSION NO. 12359192

Charles E. Wells
CHARLES E. WELLS
Court Appointed
Process Server